domicile of the deceased. By Mississippi law the stock was liable to the claims of creditors while by Alabama law it was exempt. *Held*, that Mississippi law applies. *Jane* v. *Martinez*, 61 So. 177 (Miss.).

For a discussion of the principles involved see 25 HARV. L. REV. 719.

COVENANTS OF TITLE — COVENANT OF WARRANTY — MEASURE OF WARRANTOR'S LIABILITY. — The vendor in a contract to sell land, at the request of the vendee, conveyed by warranty deed directly to the subvendee. The vendor's title proved defective. After the paramount owner had recovered against the subvendee, the subvendee sued the original vendor for breach of warranty. *Held*, that the damages are limited to the purchase price received from the original vendee. *Hunt* v. *Hay*, 49 N. Y. L. J. 263 (Sup. Ct., App. Div.).

The ancient real warranty, originating when land was not marketable, was substantially a promise to give other equally good land. See SEDGWICK, DAMAGES, 9 ed., § 952; CO. LIT. § 365. The consideration paid and recited was later treated as agreed liquidated damages to take the place of specific performance. See SEDGWICK, DAMAGES, 9 ed., § 951. New York has followed the analogy in dealing with modern covenants of quiet enjoyment. *Staats* v. *Ten Eyck*, 3 Caines (N. Y.) 111. Neither the rise in market value of the land nor improvements by the grantee before the breach are considered. *Pitcher* v. *Livingston*, 4 Johns. (N. Y.) 1. The argument in favor of the rule seems confined to the possibility of hardship on an innocent grantor in case of extraordinary appreciation, especially since the covenant runs with the land. See *Willson* v. *Willson*, 25 N. H. 229, 238. But if the grantor chooses to covenant, the grantee or subgrantee building in reliance thereon should not suffer. Moreover, to hold the consideration recited as conclusive of the price paid, as is sometimes done in cases of subgrantees, is contrary to fact. *Greenvault* v. *Davis*, 4 Hill, (N. Y.) 643; *Cook* v. *Curtis*, 68 Mich. 611, 36 N. W. 692. The usual theory of damages in chattel warranties is to require the warrantor to put the warrantee in the same position at the time of the breach as if the promise had been complied with. *Cary* v. *Gruman*, 4 Hill (N. Y.) 625. In the principal case the actual value of the land at the time of the eviction, of which the price paid by the subvendee may be considered *primâ facie* evidence, seems a more just assessment. *Bunny* v. *Hopkinson*, 27 Beav. 565; *Cecconi* v. *Rodden*, 147 Mass. 164, 16 N. E. 749; *Hardy* v. *Nelson*, 27 Me. 525. Under the New York rule the test seems to be the value of the land at the time of the original covenant. Even with this test, where, as in the principal case, the covenant is made directly to the subgrantee, the price paid by the latter at that time would seem to be a more logical measure of damages than that paid several months before by the original purchaser. *Cf. Graham* v. *Leslie*, 4 U. C. C. P. 176.

EVIDENCE — DECLARATIONS AGAINST INTEREST — WHETHER CONFESSION OF CRIME IS SUFFICIENT. — The defendant, on trial for murder, offered in evidence a confession of a third party, now dead, that he had committed the murder. *Held*, that the evidence is not admissible. *Donelly* v. *United States*, 228 U. S. 243, 33 Sup. Ct. 449.

Three justices dissent on the ground that the evidence was within the exception to the hearsay rule admitting a declaration against interest, although the interest was not of a pecuniary nature. *Coleman* v. *Frazier*, 4 Rich. L. (S. C.) 146; 2 WIGMORE, EVIDENCE, §§ 1476–77. The English cases do not consider penal interest sufficient. *Sussex Peerage*, 11 Cl. & F. 85. The American cases also support the majority opinion, though the courts generally have not considered the possibility of admitting the evidence as a declaration against interest. *State* v. *Fletcher*, 24 Or. 295, 33 Pac. 575; *State* v. *West*, 45 La. Ann. 928, 13 So. 173; *People* v. *Hall*, 94 Cal. 595, 30 Pac. 7. As is illustrated by the